

REMARKS

In the Office Action mailed August 24, 2007 the Examiner noted that claims 1-13 were pending, and rejected all claims. No claims have been amended, claims 11-13 have been canceled, have been added and, thus, in view of the forgoing claims 1-10 remain pending for reconsideration which is requested. No new matter has been added. The Examiner's rejections are traversed below.

In the Action the Examiner rejected claims 11-13 as non-statutory. Claims 11-13 have been cancelled.

Page 2 of the Office Action rejects claims 1, 3, 5, 6 and 9 under 35 U.S.C. § 103 over Svensson and Kenji. Page 6 of the Office Action rejects claims 2, 4, 7 and 10 under 35 U.S.C. § 103 over Svensson, Kenji and Makino.

On page 3 of the Action the Examiner the Examiner asserts that Svensson teaches "making to a user a notification that protection must be released" as recited in claim 1 and points to col. 3, lines 40-45 and col. 4, lines 25-27. This text of Svensson particularly states:

According to a preferred embodiment of the present invention, all incoming messages received by the antenna in the cellular mobile terminal are directly sent to the internal memory. The user is alerted and can read the message when he chooses to do so. After reading the message, the user can either decide to store it more permanently in the external memory in the SIM card or leave it in the internal memory. If the SIM card memory is full when the user wants to save a new message in the SIM memory, the user will be informed on the display and asked to delete at least one message from the SIM memory in order to make room for the new message.

(Svensson, col. 3, lines 35-45)

The present invention provides several advantages over the prior art. By using the internal and external memories together in a cooperative manner, the risk of running out of memory is reduced. Further, it is possible to maintain a message in a semi-stored state, since the messages in the FIFO internal memory will not be overwritten until necessary, that is, when the N+1 message is received.

According to one embodiment, the user is prompted when a message is to be overwritten in the internal memory so that he may save it in the external memory if he so chooses.

(Svensson, col. 4, lines 18-27)

As can be see from reviewing the text above, Svensson says nothing about "making to a user a notification that protection must be released" as recited in claim 1.

The Examiner also notes paragraph 5 of Kenji. However, this paragraph merely talks about message protection in a general way, as the Examiner acknowledges. Kenji does not teach or suggest "making to a user a notification that protection must be released" as recited in claim 1.

Makino adds nothing to Svensson and Kenji with respect to the above discussed feature.

The above discussion can be used to inform further review of the other pending claims.

It is submitted that the claims distinguish over the prior art and withdrawal of the rejection is requested.

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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